

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII
LEGAL AD DATE: May 8, 1998
INVITATION FOR BIDS
IFB-98-170-O

SEALED BIDS
FOR
FURNISHING
BALLOT TRANSPORT SERVICES ON OAHU
FOR THE 1998 PRIMARY AND GENERAL ELECTIONS
FOR
OFFICE OF ELECTIONS

will be received up to and opened at 2:00 p.m. (HST)
on
May 20, 1998

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to
Carol dynne Yamashita, at telephone 808/586-0566, facsimile 808/586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

Name of Company

WAGE CERTIFICATE

(For Service Contracts)

Subject: IFB/RFP No.: _____

Title of IFB/RFP: _____

(To be completed by offeror)

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$5,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work; and
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

SURETY BID BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,
(full name or legal title of offeror)
as Offeror, hereinafter called Principal, and

_____,
(name of bonding company)
as Surety, hereinafter called Surety, a corporation authorized to
transact business as a Surety in the State of Hawaii, are held and
firmly bound unto _____,
(State/county entity)
as Owner, hereinafter called Owner, in the penal sum of

(required amount of bid security)
Dollars (\$_____), lawful money of the United States of America,
for the payment of which sum well and truly to be made, the said
Principal and the said Surety bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS:

The Principal has submitted an offer for _____
_____.
(project by number and brief description)

NOW, THEREFORE:

The condition of this obligation is such that if the Owner shall
reject said offer, or in the alternate, accept the offer of the Principal
and the Principal shall enter into a Contract with the Owner in
accordance with the terms of such offer, and give such bond or bonds as
may be specified in the solicitation or Contract Documents with good and
sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution
thereof as specified in the solicitation then this obligation shall be
null and void, otherwise to remain in full force and effect.

Signed this _____ day of _____, _____.

(Seal)

Name of Principal (Offeror)

Signature

Title

(Seal)

Name of Surety

Signature

Title

BALLOT TRANSPORT SERVICES ON OAHU
1998 PRIMARY AND GENERAL ELECTIONS
IFB-98-170-O

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Bid guaranty, made payable at sight or unconditionally assigned to the State of Hawaii for the amount of _____
DOLLARS (\$ _____) is enclosed herewith in the form of:

Legal Tender	()	Surety Bond (use attached form)	()
Cashier's Check	()	Certificate of Deposit	(*)
Teller's Check	()	Share Certificate	(*)
Certified Check	()	Treasurer's Check	()
Official Check	()		

****Bidder submitting a certificate of deposit or a share certificate is advised to contact the Purchasing Specialist named on the cover of this bid solicitation. The maximum penalty for early withdrawal, if any, must be added to the certificate amount. "Deposit, Assignment and Transfer of Certificate of Deposit" form must also be submitted with the bid.***

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

The following bid is hereby submitted for Ballot Transport Services, as specified herein:

	<u>Bid Price</u>
1. PRIMARY ELECTION, September 19, 1998, Saturday	\$_____
2. GENERAL ELECTION, November 3, 1998, Tuesday	\$_____
TOTAL SUM BID (Items 1 & 2):	\$_____

Emergency and/or Additional Transport Services: \$_____/run

City and County of Honolulu, Motor Vehicle Control Division Business No. _____

Business Address: _____

Telephone No.: _____ (Answering Service Is Not Acceptable)

Dispatcher Names: _____

Insurance coverage is carried by: (where applicable)

Commercial General Liability: _____ Policy No. _____

Automobile Liability: _____ Policy No. _____

Worker's Compensation: _____ Policy No. _____

Unemployment Insurance: State of Hawaii Labor No.: _____

Temporary Disability Insurance: _____ Policy No. _____

Prepaid Health Carrier: _____

Offeror: _____

SPECIFICATIONS

BALLOT TRANSPORT SERVICES - OAHU

SCOPE

The CONTRACTOR shall furnish approximately seventy-two (72) vehicles (twenty [20] shall be vans or station wagons, and seventy-two (72) drivers to perform the following services:

Deliver official ballots and collect voted ballots and related precinct supplies to and from all polling places located in the City and County of Honolulu, as specified in the draft "Route, Time and Load Schedule" on Primary Election Day, Saturday, September 19, 1998 and General Election Day, Tuesday, November 3, 1998.

In performance of the above listed services, the CONTRACTOR further agrees that:

VEHICLES

- A. Each vehicle shall have two-way radio capability.
- B. Each vehicle shall have a cargo capacity to accommodate a minimum of twenty-six (26) and maximum of forty-five (45) ballot transport containers. See attached EXHIBIT A for additional information on ballot transport containers.
- C. Sub-compact and compact vehicles are not acceptable.

DRIVERS

- A. Each driver shall be able to understand and speak the English language and shall be able to follow instructions explicitly.
- B. Drivers shall perform work as vehicle operators only and shall not serve as assistants to the delivery and collection team personnel or as private chauffeurs during delivery and collection runs.
- C. Drivers shall remain with the vehicle at all times to provide security for the ballot transport containers or ballot boxes.
- D. Drivers shall be responsible for the operation of the vehicle at all times and shall not accept instructions from the delivery and collection team personnel.

SCHEDULE

- A. The CONTRACTOR shall be given individual vehicle route assignments and driver timetables ("Route, Time, and Load Schedule") prior to Primary Election Day and General Election Day.
- B. Each driver shall make three (3) delivery and collection runs to and from polling places on their assigned route on each election day(s). Each driver shall be assigned to one delivery and collection team (by team number) and shall complete the three (3) required delivery and collection runs for that team.
- C. Assigned routes shall vary from two (2) to five (5) polling places. The delivery and collection runs shall be:

- D. Morning Delivery: Pick up delivery and collection team personnel, appropriate ballot transport containers, precinct cans, and other election materials at the Ballot Distribution Center, and deliver to assigned polling places. Upon completion of assigned route, return delivery and collection team personnel to the Ballot Distribution Center.
1. Early Collection: Pick up delivery and collection team personnel and other election materials at the Ballot Distribution Center. Collect appropriate ballot boxes from assigned polling places and deliver to the Election Counting Center.
 2. Final Collection: Pick up delivery and collection team personnel and other election materials at the Ballot Distribution Center. Collect appropriate ballot boxes and precinct cans from assigned polling places and deliver to the Election Counting Center.
- E. Prior to each scheduled run, each driver (by team number) shall report to the Dispatcher at the Ballot Distribution Center on election day(s) to pick up delivery and collection team personnel and appropriate ballot transport containers in accordance with the driver's individual "Route, Time, and Load Schedule."
- F. If a driver fails to appear at the assigned location at the scheduled time, the CONTRACTOR shall be responsible for providing a replacement driver and vehicle within fifteen (15) minutes of the scheduled time at no additional cost to the STATE.
- NOTE: Should the CONTRACTOR fail to provide a replacement driver within fifteen (15) minutes of the scheduled time, the State may hire an "emergency" replacement driver and vehicle from other vendors. The cost of the services provided by the "emergency" replacement driver and vehicle shall be the responsibility of the CONTRACTOR.
- G. If a vehicle breakdown occurs during a scheduled run, the driver shall notify the dispatcher immediately. The CONTRACTOR shall be responsible for providing a replacement driver and vehicle within fifteen (15) minutes of notification by the driver of vehicle breakdown at no additional cost to the STATE. The dispatcher shall immediately notify the STATE of any vehicle breakdown.
- NOTE: Should the CONTRACTOR fail to provide a replacement driver within fifteen (15) minutes of the scheduled time, the State shall hire an emergency replacement driver and vehicle. The cost of the services provided by the emergency replacement driver and vehicle shall be the responsibility of the CONTRACTOR.
- H. The CONTRACTOR shall furnish two (2) dispatchers (trouble-shooters) and a base radio to the Election Control Center, Honolulu, capable of communicating with each driver.
- I.
 1. Dispatchers shall be responsible and assigned as follows:
 2. Morning Delivery Phase
 - a. Two (2) dispatchers shall report to the Ballot Distribution Center at 4:00 am. The dispatchers shall perform the following duties:
 - (1) Check-in all drivers.
 - (2) Ensure all drivers have arrived at the scheduled time.

- (3) Arrange for a replacement driver and vehicle if the assigned driver fails to appear at the scheduled run time.
 - b. After all drivers have departed from the Ballot Distribution Center, one (1) dispatcher shall report to the Election Control Center. The other dispatcher shall be relieved of any duties until the start of the Early Collection phase.
 - c. The dispatcher at the Election Control Center shall then perform the following duties:
 - (1) Receive and troubleshoot calls from the drivers.
 - (2) Inform the STATE of any delays or problems.
 - (3) Check-in all drivers returning from scheduled run.
 - d. After the last driver has returned and checked-in from the Morning Delivery run, the dispatcher shall notify the STATE that all drivers have returned. The dispatcher shall be relieved of duties until the start of the Early Collection phase.
- 3. Early Collection Phase
 - a. One (1) dispatcher shall report to the Ballot Distribution Center one half hour prior to the first early collection run. The dispatcher shall perform the following duties:
 - (1) Check-in all drivers and authorize departure for early collection run.
 - (2) Arrange for a replacement driver and vehicle if the assigned driver fails to appear at the scheduled time.
 - (3) Inform the dispatcher at the Election Control Center of any delays or problems.
 - (4) After the last driver has checked-in and departed on the Early Collection run, the dispatcher shall report to the Election Counting Center.
 - (5) At the Election Counting Center, the dispatcher shall check-in all drivers as they return from their scheduled Early Collection run for traffic flow plan.
 - (6) After the last driver has returned and checked-in from the Early Collection run, the dispatcher shall be relieved of duties until the start of the Final Collection phase.
 - b. One (1) dispatcher shall report to the Election Control Center one half hour prior to the first early collection run. The dispatcher shall perform the following duties:
 - (1) Receive calls from the dispatcher stationed first at the Ballot Distribution Center then at the Election Counting Center.
 - (2) Receive and troubleshoot calls from drivers.
 - (3) Inform the STATE of any delays or problems.

- (4) After the last driver has returned and checked-in at the Election Counting Center, the dispatcher shall notify the STATE that all drivers have returned. The dispatcher shall be relieved of duties until the start of the Final Collection phase.

4. Final Collection Phase

- a. One (1) dispatcher shall report to the Ballot Distribution Center one half hour prior to the first final collection run. The dispatcher shall perform the following duties:
 - (1) Check-in all drivers and authorize departure for final collection run.
 - (2) Arrange for a replacement driver and vehicle if the assigned driver fails to appear at the scheduled time.
 - (3) Inform the dispatcher at the Election Control Center of any delays or problems.
 - (4) After the last driver has checked-in and departed on the Final Collection run, the dispatcher shall report to the Election Counting Center.
 - (5) At the Election Counting Center, the dispatcher shall check-in all drivers as they return from their scheduled Final Collection run for traffic flow plan.
 - (6) After the last driver has returned and checked-in from the Final Collection run, the dispatcher shall be relieved of duties.
 - (7) One (1) dispatcher shall report to the Election Control Center half an hour prior to the first final collection run. The dispatcher shall perform the following duties:
 - (a) Receive calls from the dispatcher stationed first at the Ballot Distribution Station then at the Election Counting Center.
 - (b) Receive and troubleshoot calls from drivers.
 - (c) Inform the STATE of any delays or problems.
 - (8) After last driver has returned and checked-in at the Election Counting Center, the dispatcher shall notify the STATE that all drivers have returned. The dispatcher shall be relieved of duties.
- J. Between each round trip delivery and collection run, the driver and vehicle shall be relieved of any responsibility and shall be free from servicing the STATE.
- K. Emergency and additional runs shall be provided on a "by run" basis and shall be performed independent of this contract.
- L. The remuneration of the drivers and the dispatchers shall be the responsibility of the CONTRACTOR.
- M. The remuneration of the driver for any accidents or damage to the driver's vehicle shall be the responsibility of the CONTRACTOR.

SPECIAL PROVISIONS

SCOPE

The furnishing of Ballot Transport Services on Oahu for the 1998 Primary and General Elections, for the Office of Elections, shall be in accordance with these Special Provisions, the attached Specifications, and General Terms and Conditions dated September 1, 1995 and attached hereto.

CONTRACT ADMINISTRATORS

For the purpose of this contract, Mr. Dwayne Yoshina and Ms. Laura Shimada, Office of Elections, telephone number 808/453-8683, are designated Contract Administrators.

TERM OF CONTRACT

The Contractor shall enter into a contract furnishing Ballot Transport Services for two (2) days only:

Primary Election Day: Saturday, September 19, 1998

General Election Day: Tuesday, November 3, 1998

BIDDER QUALIFICATION

Bidder shall have a permanent office location on Oahu from where he conducts his business and shall be certified by the City and County of Honolulu Motor Vehicle Control Division with a business license for work specified herein.

Bidder shall be able to provide seventy-two (72) vehicles (twenty [20] shall be vans or station wagons) and seventy-two (72) drivers who understand and speak the English language and who are able to follow instructions explicitly. All vehicles shall have 2-way radio capability. Bidder shall also furnish two (2) dispatchers and provide a base radio at the Election Control Center, Honolulu.

All drivers, provided by the bidder, shall have a valid driver's license and be certified by the Motor Vehicle Control Division, City and County of Honolulu. All drivers shall be required to have insurance meeting the State of Hawaii "no-fault" insurance.

EXPLANATION OF PROJECT

Explanation of project may be requested at the Office of Elections, 802 Lehua Avenue, Pearl City, Hawaii. It shall be the bidder's responsibility to request the explanation and to further familiarize themselves with the requirements specified. No additional compensation shall be made by reason of any misunderstanding or error regarding the amount and kind of work to be performed. Submission of bid shall be evidence that the bidder understands the scope of the project and shall comply with the specifications if awarded the job. Bidder(s) may contact Contract Administrators at 808/453-8683.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on OFFER FORM, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If OFFER FORM, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Wage Certificate. Refer to Section 2.8 of the General Terms and Conditions. Bidder shall complete and submit the attached Wage Certificate by which the bidder certifies that the services required will be performed pursuant to Section 103-55, HRS.

Although at the time of this bid there are no public employee positions that are similar to the work to be performed by the Contractor's employees, bidder(s) must still sign the Wage Certificate to show compliance with Section No. 2 of the certificate.

Bid Quotation. Bid price shall include all applicable taxes and all expenses incurred to provide services as specified herein. Bid prices shall be the all inclusive cost to the State and no other charges will be honored. Bidder shall bid on both items in order to qualify for award.

Bidder shall also indicate on the Offer Form Page a quotation for each emergency and/or additional "runs".

Bidder shall not use subcontractors in the performance of this contract. Failure to comply with this requirement may result in rejection of bid.

Tax Clearance. An **original or certified copy** of a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with offeror's sealed offer by the due date and time.

The tax clearances from DOTAX and IRS shall be obtained on the attached one-page, two-sided **Tax Clearance Application (Form A-6, Rev.1998)** which is accompanied by Instructions that offerors should carefully read. Effective March 1, 1998, only this revised Form A-6 will be accepted by DOTAX and IRS.

Out-of-state offerors should mail their application to DOTAX's Oahu District Office.

Effective 12/1/97 tax clearance certificates are valid for a **six-month** (not 180 day) period beginning on the later dated DOTAX or IRS approval stamp. For example, a 12/15/97 certificate is valid through 6/15/97.

The tax clearance submitted with the sealed offer must be valid on the solicitation's legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with the offer will remain valid for the contract award.

For the purpose of this solicitation the State Procurement Office will accept the attached completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6 (Rev.1998), if offeror is unable to obtain a tax clearance certificate in time for submittal with the sealed offer. However, the successful offeror is required to submit a tax clearance certificate prior to award.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Offer Guaranty or Bid Bond. In order to be considered for award, a bid submitted in response to this bid solicitation shall be accompanied by bid security in an amount not less than five per cent (5%) of the amount bid.

Offeror may submit the required amount of the offer guaranty in any of the following forms:

1. Legal tender;
2. Surety bid bond; or
3. Certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, or official check drawn by, or certified check accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.

If the surety bid bond is selected, offeror's bond shall be in the form attached to this solicitation.

If any of the forms of deposit listed in 3 above is submitted, each instrument shall not exceed \$100,000. If the required amount of the offer guaranty totals over \$100,000, more than one instrument not exceeding \$100,000 each issued by different financial institutions shall be acceptable.

Certificate of deposit or share certificate submitted as an offer guaranty shall be (1) in the name of offeror's company; (2) for the sum of the offer guaranty amount, plus the savings institution's maximum penalty for early withdrawal; and (3) assigned to the Procurement Officer, State Procurement Office, at the time of the offer submittal. Offerors may obtain an assignment form from the State Procurement Office. Failure to include the maximum penalty for early withdrawal and/or failure to do the assignment shall result in the offeror's offer being rejected.

Refer to Section 2.7 of the General Terms and Conditions for additional provisions on the bid security requirement that are applicable to this bid solicitation.

LIABILITY INSURANCE

Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policies of insurance maintained by the Contractor shall provide the following limits and coverages:

<u>Coverages</u>		<u>Limits</u>
Commercial General Liability (Occurrence Form)		\$300,000 combined single
		limit per occurrence for
		Bodily Injury and Property
		Damage
Automobile Liability (for all vehicles used in performing contract)	Bodily Injury	\$100,000 per person per
		occurrence
	Property Damage	\$ 50,000 per occurrence

Each insurance policy required by this contract shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 119, Honolulu, Hawaii 96819-0119."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The Contractor shall maintain the minimum insurance required in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including any and all contract extensions. The policy or policies of insurance maintained by the Contractor shall provide the limits and coverages specified herein.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

Except for the first year when the certificate of insurance shall be delivered prior to the execution of the Contract and made a part thereof, the certificate of insurance for each subsequent school year of the contract shall be filed with the DAGS Student Transportation Branch, 729-B Kakoi Street, Honolulu, Hawaii 96819, not later than sixty (60) days prior to the first day of each school year period.

METHOD OF AWARD

Award, if any, shall be made to the responsive and responsible bidder who submits the lowest TOTAL SUM BID PRICE. Bidder shall bid on both items in order to be considered for award.

ACCEPTANCE OF OFFER

Acceptance of offer, if any, will be made within sixty calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for the sixty day period as provided in Section 3.2 of the General Terms and Conditions.

EXECUTION OF CONTRACT AND PERFORMANCE BOND

Successful offeror receiving award of \$25,000 or more shall be required to enter into a formal written contract and to furnish performance bond, in the amount of fifty per cent (50%) of the Total Sum Bid in accordance with Section 3.4 of the General Terms and Conditions. The bond shall be delivered to the State at the same time the executed contract is delivered.

INVOICING

The Contractor shall bill the State and the City & County of Honolulu separately for their share of the cost.

The Contractor shall prepare two (2) separate invoices, original and three (3) copies of each, for the following:

1. State of Hawaii: 50% of total cost
2. City & County of Honolulu: 50% of total cost

SPECIAL PROVISIONS

The Contractor shall submit both sets of invoices to the State for approval and distribution. All invoices should be submitted to the Office of Elections, 802 Lehua Avenue, Pearl City, Hawaii, 96782, Attention: Laura Shimada.

A tax clearance certificate must accompany the invoice for final payment and shall be an original or certified copy, not over two-months old.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory performance of the services, to make payment. For this reason, the State shall reject any bid submitted with a condition requiring payment within a shorter period. Further, the State shall reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS.

The State shall not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with the Statute.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of FIVE HUNDRED DOLLARS (\$500.00) for:

1. each and every occurrence in which a driver or vehicle does not report at the assigned location at the scheduled time as noted on the final "Route, Time, & Load Schedule" provided by the State; and
2. each and every occurrence in which the CONTRACTOR fails to provide a replacement driver and vehicle within fifteen (15) minutes of a vehicle breakdown or within fifteen (15) minutes of a scheduled reporting time at the assigned location as noted on the "Route, Time, & Load Schedule" provided by the State.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

Provisions from the General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Preparation of Offer. General Terms and Conditions Section 2.5, paragraph four, is rescinded and replaced with the following:

"An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

Preference for Hawaii Products. General Terms and Conditions Section 3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-Hawaii product by more than: three per cent where class I Hawaii products are involved; five per cent where class II Hawaii products are involved; or ten per cent where class III Hawaii products are involved."

All persons submitting bids or proposals to claim Hawaii products preference shall designate in their bids which individual product and its price is to be supplied as a Hawaii product.

Where a bid or proposal contains both Hawaii and non-Hawaii products, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a Hawaii product item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III Hawaii product items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

Printing Preference. General Terms and Conditions Section 3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall received a fifteen per cent preference for purposes of bid or proposal evaluation."

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference."

Bond Forms. The bond forms, Exhibits B through H, are replaced by the forms issued by the Procurement Policy Board Directive No. 1997-01, dated November 12, 1997, included herein by reference and made a part hereof. Copies of the bond forms are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.